

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-213562

**DATE:** March 22, 1984

**MATTER OF:** Fred S. Gichner Iron Works Incorporated

**DIGEST:**

1. GAO will not question an agency's technical evaluation unless the protester shows the agency's judgment lacked a reasonable basis, was an abuse of discretion, or otherwise was in violation of procurement statutes or regulations.
2. Protest by lower cost offeror against the selection of a contractor is denied since, in view of the evaluation results and the RFP's cost/technical weighting scheme, GAO cannot conclude that the selection was unreasonable.

Fred S. Gichner Iron Works Incorporated (Gichner) protests award of a contract to Detroit-Armor Corporation (Detroit) under request for proposals (RFP) No. 83-R-85, issued by the United States Secret Service (USSS) for repair of the USSS pistol and rifle ranges and bullet traps. Gichner disagrees with the technical evaluation of its proposal and contends that, had its offer been properly evaluated, it would have received the award because it submitted a price \$11,559 lower than that of the awardee.

We dismiss the protest in part and deny it in part.

Under the RFP, the technical evaluation was the most important factor for award. The RFP stated that the USSS reserved the right to award to other than the low cost offeror if in the best interests of the government. The following were the evaluation criteria to be addressed and the assigned points totaling 100: understanding of the work to be accomplished and contractor's work plan (15 points); experience in bending and forming steel plates (30 points); type of steel (30 points); illustration of replacement scroll (15 points), and cost (10 points).

Gichner was awarded 55 points for its technical offer and the maximum of 10 points for its low cost offer for a total of 65 points. Detroit received 87 points for technical and 7 points for its cost offer and was awarded the contract on the basis of the highest total points.

Gichner argues it should have received 100 points (90 points for its technical proposal and the 10 points for cost) and, therefore, the contract award.

Generally, it is not the function of this Office to reevaluate technical proposals or resolve disputes over the scoring of technical proposals. Diversified Data Corporation, B-204969, April 18, 1982, 82-2 CPD 146. The determination of the needs of the government and the method of accommodating those needs is primarily the responsibility of the procuring agency, 46 Comp. Gen. 606 (1967), which, therefore, is responsible for the overall determination of the relative desirability of proposals. In making the determinations, contracting officers enjoy a reasonable range of discretion in determining which offer should be accepted for award and their determinations will not be questioned by our Office unless there is a clear showing of unreasonableness, an arbitrary abuse of discretion, or a violation of the procurement statutes and regulations. METIS Corporation, 54 Comp. Gen. 612 (1975), 75-1 CPD 44. Also, while technical evaluation must be based on the stated evaluation criteria, the interpretation and application of the criteria are often subjective in nature. We will not object so long as the application of the criteria is reasonable and logically related to the criteria as stated. See e.g., Human Resources Research Organization, B-203302, July 8, 1982, 82-2 CPD 31.

In our view, Gichner has not shown that the USSS's evaluation of Gichner's proposal was unreasonable.

With regard to the understanding of the work to be accomplished, the RFP specified that the contractor indicate a clear awareness of the contract objectives, provide a clearly written work plan detailing how the work is to be accomplished, state the schedule expected to be followed and the control mechanism for monitoring performance, identify potential problem areas and state a method of resolving problems. Also, the RFP required that the plan include measures to be taken to protect contractor's workers from lead contamination. The USSS found that the Gichner response primarily failed to provide a written work plan detailing how the work was to be accomplished, the schedule to be followed, and the control mechanism for monitoring performance. The USSS found Gichner's response to be very general and awarded 10 points out of a possible 15 points.

Gichner contends that its onsite visit of the range and discussions with a USSS employee at the site visit provided

it with a clear understanding of contract objectives and that it provided sufficient detail in its offer to receive the maximum 15 points. Gichner also points out that it stated its schedule as "120 days ARO" and contends this was an adequate response to the RFP request for a schedule.

Gichner has not shown that the USSS evaluation of its work plan and schedule was unreasonable.

Since the RFP called for a clearly written work plan, the alleged knowledge obtained from Gichner's discussions with the USSS and the onsite visit could not be evaluated unless reflected in the written proposal. Also, while Gichner contends its list of support equipment shows how the work is to be performed, we think, in view of the RFP requirement for a clearly written work plan detailing how the work is to be accomplished, the USSS was not unreasonable in finding Gichner's statement of necessary support equipment insufficiently descriptive of the work plan. Finally, where a schedule is requested, an evaluator reasonably could expect more detail than an estimated completion time, for example, a "step by step" schedule which shows how and when the work is to be done.

Gichner protests that it only received 10 points out of 30 maximum points for experience in bending and forming steel plates. Gichner asserts it had the necessary experience, that it stated this experience in its offer and, in any event, it could have subcontracted for any alleged lack of experience.

The USSS states that Gichner's proposal states only that the vice president of Gichner in the past installed similar items at Quantico Marine Base and that experience in the installation of similar items did not justify a higher point total. The USSS also points out that Gichner did not specify its experience in bending and forming heavy steel plates for use in fabricating specialty equipment such as bullet traps.

Initially, we note that Gichner alleges that the experience in bending and forming of heavy steel plates is not necessary for the work under this RFP since the plates are purchased ready for installation. Thus, Gichner argues the experience required was irrelevant to the contract. To this extent, Gichner is challenging the need for this experience requirement. The RFP clearly advised offerors of this requirement and, thus, this protest issue filed after award of the contract is untimely. Our Bid Protest Procedures require that protests of alleged improprieties in an

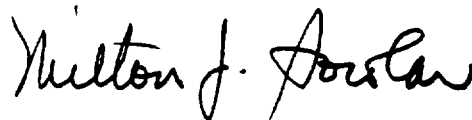
RFP which are apparent prior to the closing date for submission of initial proposals be filed prior to that date. 4 C.F.R. § 21.2(b)(1) (1983).

With regard to the evaluation, we find that the USSS reasonably found that Gichner's experience in the installation of similar items was not specific to the RFP requirement. Also, since no subcontractor was listed, subcontracting experience properly was not considered.

We conclude that the USSS had a reasonable basis for its technical evaluation of Gichner's proposal in these two areas. Based on this scoring, even if Gichner received 100 percent of the remaining available points, its maximum total point score could have been only 75 points (combined cost and technical), while Detroit, whose evaluation Gichner does not protest, received a score of 87. Accordingly, we need not review the other area of protest regarding the placement scroll drawing.

Since we find a rational basis for the evaluation, and since the evaluation was consistent with the established criteria, the decision to award to a technically superior offeror whose price was higher than Gichner's is not objectionable.

We dismiss the protest in part and deny it in part.

*for*   
Comptroller General  
of the United States